



# The City of Charleston

## Procurement Division

145 King Street, Suite 104  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872

<b>Proposal Number:</b> 10-P019B		<b>Proposals will be received until:</b> Aug. 31, 2010 @ 11:30 am	
<b>Proposal Title:</b> 36' Fire Fighting Marine Vessel			
<b>Mailing Date:</b> July 23, 2010		<b>Direct Inquiries to:</b> Robin D. Barrett, CPPB	
<b>Vendor Name:</b>		<b>FEIN/SS#:</b>	
<b>Vendor Address:</b>			
<b>City – State – Zip:</b>			
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.			
<b>Authorized Signature:</b> _____		<b>Title:</b> _____	
<b>Date:</b> _____			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.			

### **IMPORTANT**

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any bid received as a result of this Bid Solicitation, or to cancel in part or in its entirety this Bid Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.
2. Bidder may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Procurement Division, but do not include the bid number on this envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation **must be submitted in writing** no later than 3:00 p.m. on August 10, 2010. Questions may be faxed to 843-720-3872 or emailed to Robin Barrett@ [barrett@charleston-sc.gov](mailto:barrett@charleston-sc.gov)

## **INSTRUCTIONS TO BIDDERS**

1. Submit one (1) signed original response (*unless otherwise noted in specifications*). Bids must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected.** Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 145 King Street, Suite 104 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Bid Solicitation Number, Description of Services Requested by Bid Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Bid" response form.

A "No Bid" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Bidders must clearly mark as "**Confidential**" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Bids must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the bid, the error should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
6. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of Bids, but not thereafter.

7. Bids should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce bids for internal use in the evaluation process.
8. All Bids shall provide a straight forward, concise description of Bidder’s ability to satisfy the requirements of the Bid Solicitation.
9. All Addendum and Award Notices will be posted on our website: [www.charlestoncity.info](http://www.charlestoncity.info), then click on the Bidline link.
10. The terms and conditions in this Bid Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Bid Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected. Submission of a bid indicates acceptance by the Bidder of the conditions contained in this Bid Solicitation, unless clearly and specifically noted in the bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidders if such is to the advantage of the City. Therefore, any one bid submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All bids should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a bid, or if the bid fails to conform to the requirements of the Bid Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the bid.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the bidder’s ability to provide said services.
15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the bid and of any supplementary presentation (including any oral presentation) requested by the City.

## 16. GRATUITIES AND KICKBACKS

- A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

- A) The Bidder has read and understands this Bid Solicitation (including all Specifications and Attachments) and that its Bid is made in accordance therewith.
- B) The Bidder has reviewed the Bid Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or any resulting contract.
- C) The Bid is based on the terms, materials, services and obligations required by this Bid Solicitation, without exception.
- D) The Bidder is qualified to provide the services and equipment required under this Bid Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder's best skills and attention.
- E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Bid Solicitation during the contract period.

## 18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Bid Solicitation permit competition. It shall be each Bidder's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Bid Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

## 19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Bid Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the bid or the cancellation of any contract resulting

from this Bid Solicitation. Requests for interpretation of this Bid Solicitation and any other questions concerning the Bid Solicitation shall be made in writing, and addressed to the City's Procurement Director, 145 King Street, Suite 104, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Bid Solicitation which shall be posted on the City's website, [www.charlestoncity.info](http://www.charlestoncity.info). All such addenda shall become part of the Bid Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

## 20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

## 21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Bid, conforming to the Bid Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Bids or waive technicalities or informalities in any Bids received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Bid Solicitation.
- D) Final approval may rest with members of the City Council for the City of Charleston.
- E) All things considered equal, a tie bid will be resolved by the flip of a coin.

## 22. NOTICE OF AWARD OF CONTRACT

The successful Bidder shall be notified of acceptance of its Bid by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

## 23. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

#### 24. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Bid Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

#### 25. INDEPENDENT CONTRACTOR

Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

#### 26. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Bid Solicitation and receipt of the Notice of Award by the successful bidder (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificate(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverage's are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit bid security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

#### 27. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Bid Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its

employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### 28. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Bid Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

#### 29. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

#### 30. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

#### 31. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of

the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

- E) Nothing contained in any contract resulting from this Bid Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

### 32. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

### 33. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within ten (10) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

### 34. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Bid and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Bid Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.



- B) By signing its bid, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Bid Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

35. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

36. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

37. CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

38. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form

I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

- C) Contractor shall calculate that portion of the contract which is subject to the seven and one-half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

39. INCORPORATION BY REFERENCE

The contents of this Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Bid Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

40. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Bid Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

41. OWNERSHIP OF MATERIAL:

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

42. DRUG-FREE WORKPLACE:

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

43. FUNDING

Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

44. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at [www.state.sc.us/mmo/legal/foia.htm](http://www.state.sc.us/mmo/legal/foia.htm)) For every document Bidder submits in response to or with regard to this Bid Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or

portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this Bid Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Bid Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Bid Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Bid Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

45. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

46. COST

Costs submitted with a Bid shall be firm for a period of at least 120 days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

47. UNSUCCESSFUL BIDDERS

Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

48. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Bid Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

49. DISCUSSION/NEGOTIATION:

By submission of a bid, a bidder agrees that during the period following issuance of a bid and prior to final award of contract, the bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

50. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

51. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

52. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

53. EXCEPTIONS AND DEVIATIONS

Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.

54. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

55. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Contracts Manager by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contract Coordinator, 145 King Street, Suite 104 Charleston, SC 29401.

56. REJECTION

The City reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. BID AND PERFORMANCE BOND

Each bid must be accompanied by a Bid Bond made payable to the City of Charleston, for an amount equal to not less than five percent (5%) of the total proposal as a guarantee that, if the proposal is accepted, the required Contract will be executed and that a one hundred percent (100%) Performance Bid will be furnished.

61. TERM

The initial term of this contract shall be for a period of one hundred eighty (180) days from the date of execution. The City reserves the right to extend the contract if deemed to be in its best interest. The extension will be for thirty (30) days and shall not exceed two additional thirty (30) day periods for a maximum of sixty (60) days.

## NO PROPOSAL RESPONSE FORM

<b>Proposal Number:</b> 10-P019B <b>Proposals will be received until:</b> Aug. 31, 2010 @ 11:30 am	
<b>Proposal Title:</b> 36' Fire Fighting Marine Vessel	
<b>Mailing Date:</b> July 23, 2010	<b>Direct Inquiries to:</b> Robin D. Barrett, CPPB
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>	

To submit a **“No Proposal”** response for this project, this form must be completed for your company to remain on our Bidders list for commodities/services referenced. If you do not respond, your name may be removed from the Bidders list.

---

Please check statement(s) applicable to your **“No Proposal”** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Proposal Number:</b> 10-P019B	<b>Proposals will be received until:</b> Aug. 31, 2010 @ 11:30 am
<b>Proposal Title:</b> 36' Fire Fighting Marine Vessel	
<b>Mailing Date:</b> July 23, 2010	<b>Direct Inquiries to:</b> Robin D. Barrett, CPPB

### **CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name  
As registered with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
Toll-Free Number (if available)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal Tax ID (FEIN)/SS Number

\_\_\_\_\_  
SC Sales Tax Number

#### **Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes      ☐ No

If so, please provide a copy of your certificate with your response.

City of Charleston  
Minority/Women-Owned Business Enterprise (MWBE)  
Compliance Provisions

***This document shall be included with the submittal of the bid or offer. If the bidder or Bidder fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.***

**APPLICATION:**

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

**Definitions:**

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov); or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29401, (843) 973-7247, [snypet@charleston-sc.gov](mailto:snypet@charleston-sc.gov).

**COMPLIANCE REQUIREMENTS:**

1. The Bidder shall provide, **with the submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to the incorporated contract provisions:

- ☐ ***Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

**AND**

- ☐ ***Affidavit B – Work to be Performed by Minority and/or Women-owned Firms***

**OR**

- ☐ ***Affidavit C – Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_



## AFFIDAVIT A

Page 1 of 2

### City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply under the following checked areas:**  
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- 5. Attended pre-solicitation meetings scheduled by the City.
- 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. **(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)**
- 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# AFFIDAVIT A

Page 2 of 2

## City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Seal:**

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## AFFIDAVIT B

### City of Charleston, South Carolina Work to be Performed by Minority Businesses

Affidavit of \_\_\_\_\_, I hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

(Project Name)

, Total Project Amount \$ \_\_\_\_\_

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ % \$ \_\_\_\_\_

\* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Bidder to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Notary Seal:**

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## AFFIDAVIT C

### City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all the elements of the work on this project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Bidder to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Notary Seal:**

## **General Information**

The City of Charleston is seeking proposals for the building of one new thirty-six foot (36') marine fire-fighting vessel.

### **Procurement Process**

The RFP (Request for Proposal) is not a bid. In the event the City elects to negotiate a contract with the successful Bidder, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

### **Submittals**

Each Bidder must submit one (1) unbound Original and six (6) bound copies of the Proposal are required for submission, plus one (1) additional unbound black and white reproducible copy. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Bidder must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP (#10-P019B) and note "**Original**" on the original proposal.

### **Questions**

Questions are allowed and encouraged to clear up anything or to offer any proposed changes, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin D. Barrett, CPPB City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, South Carolina 29401, or email to: [barrettr@charleston-sc.gov](mailto:barrettr@charleston-sc.gov). Written Questions may also be faxed to: 843-720-3872. All questions must be received before 3:00 pm on August 10, 2010.** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

### **Bidder's Duty to Inspect and Advise and Declare All Costs**

Each Bidder shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Bidder shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Bidder knew or should have known as part of the Bidder's duty to become acquainted with the City's circumstances and requirements.

### **Contract Negotiations**

The City will rank, based upon the evaluation criteria, all responsible and responsive Bidders. The City will begin negotiations with the top ranked Bidders and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Bidder's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

### **Oral Statements**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

### **Contractor Solely Responsible for Performance**

Bidder shall be responsible for the performance of the services required by the contract. Bidder is an independent contractor and does not act as the City's agent or employee.

### **Bidder's Qualifications**

To be considered responsible, responsive and eligible to negotiate and enter into a contract, if any, the Bidder shall, at a minimum, meet the following qualifications:

- a) The builder must have an established reputation for reliability and quality in the field of fire-fighting vessel construction.
- b) Builder must furnish satisfactory evidence of its ability to construct the vessel proposed.
- c) Builder must have been in business continuously for a minimum of five (5) years.
- d) "Builder Qualification Statement" must be completed and submitted with the Proposal for documentation of qualifications.
- e) Builder must be able to submit the requested financial records.
- f) References must be submitted

### **Evaluation Criteria**

The following shall be used in determining the ranking of the responsible and responsive Bidders. Provide information for accurate evaluating.

- a) Builder's Qualifications
- b) Vessel's Reputation for Reliability
- c) Vessel's Quality
- d) Features and Ease of use for the Conditions anticipated
- e) Delivery Schedule
- f) Commitment to Training
- g) Warranties
- h) Cost

The selection committee shall review proposals and rank proposal within 45 days of opening. The City may request interviews and/or solicit additional information from Builders submitting proposals. The City may elect to solicit opinions from an Advisor regarding the vessel proposed. The City may request the opportunity to have a review/operate (demo) a vessel similar to the one proposed. Location of vessel given should be one in closest proximity to Charleston, SC.

### **Proposal Format**

- a) All proposals must be clearly marked "**10-P019B Marine Fire Fighting Vessel**".
- b) All proposals must be submitted in a sealed envelope. All pricing information shall be in a separate envelope clearly marked "Cost Proposal." Both sealed envelopes are to be placed in one envelope marked "**10-P019B Marine Fire Fighting Vessel**".
- c) Bidder must submit one (1) unbound original and six (6) bound copies. (*see "Submittals" in section above for specifics*).
- d) Proposals must be submitted by mail or hand delivery to Robin D. Barrett, CPPB, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401.
- e) Proposals must be received in the City's Procurement Office no later than **11:30 am on August 31, 2010**.
- f) ***Late proposals will not be accepted.***
- g) No more than one proposal may be submitted by any Bidder.
- h) The proposal must be signed by an official authorized to contractually bind Bidder.
- i) Proposals shall follow the following format:

- Part 1**           Introductory Letter of Builder (no more than 3 pages)
- Part 2**           Bidder's Qualifications consisting of the complete Builder's Qualifications Statement with the requested financials, list of litigated/arbitrated matters, proof of insurance, and such other information that the Bidder elects to provide to assist in the City's evaluation of qualifications.
- Part 3**           Identify at least five (5) communities using one of the Bidder's marine fire-fighting vessels similar to the one proposed. For each community identified, please indicate the length of time the vessel has been in use with that community.
- Part 4**           Provide copies of all warranties being offered for the vessel.
- Part 5**           Describe the training program, identify all manuals to be provided, and identify any other support that may be offered as part of the proposal.
- Part 6**           Provide detailed vessel specifications and drawings.

#### **Reservation of Rights**

The City reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Builder and to evaluate the proposal submitted. Builders may be requested to execute releases for information. Failure to provide a release upon request will result in disqualification.

#### **Proposed Fire-Fighting Vessel**

Important to the City's review is the durability, reliability, ease of use and quality of the vessel. The Proposal shall include complete specifications/construction details for the vessel and equipment proposed. Construction of the vessel shall be in accordance with the specification proposed and to the highest standards of marine construction. The vessel shall conform to all regulatory standards in effect at the time of construction.

Based on its preliminary survey of the market, the City anticipates that the best proposal will consist of a vessel with the specifications and features set forth in **Exhibit A** included as part of this Request for Proposal. To the extent that the vessel proposed does not have the features/specifications outlined in **Exhibit A**, the deviation must be noted and a brief explanation of deviation is required.

#### **Delivery and Post-Delivery Training**

The Price Proposal Form should be complete to indicate the proposed delivery date. The City anticipates that the successful proposal will include a delivery date within 10 months of contract execution. Post-delivery training expectations are outlined in **Exhibit A**.

# **EXHIBIT A – SPECIFICATIONS**

## **I. GENERAL**

1. The fire vessel shall be built as per the approved General Arrangement drawing and the specifications included herein. The Charleston Fire Department shall sign the approved drawings noting their approval.
2. Contract shall include the delivery of the vessel by water to the City's Marine Unit base. Delivery in good order and signing of the acceptance document at the CFD Marine Unit base shall constitute Final Acceptance.
3. A qualified representative shall provide training to the City in the operation, care and maintenance of the vessel and supplied equipment at the builder's site.
4. Any and all design changes after award of contract shall be documented in writing and be approved by the City prior to any new work taking place.

## **A. WATERWAY ACTIVITY**

1. The vessel will be expected to be able to perform in shallow draft conditions, and be able to maneuver in tight harbors. The fire vessel must be capable of operating in inclement conditions with winds up to 30 knots and sea conditions to Force 5, as on the Beaufort Scale. The fire vessel is expected to operate in driving rain, dense fog, during all times of the day and night.

## **B. DIMENSIONS and PRINCIPAL STANDARDS**

Length Overall	36' to 40'
Beam Overall	12' to 16'
Height Overall	10' to 12' not including mast assembly
Weight	20,000 to 25,000 pounds unmanned and fueled
Fuel Capacity	200 to 400 gallons
Top Speed	30 to 40 knots

## **C. WORKMANSHIP and STANDARDS**

1. All work must be done to the highest quality marine construction standards. All welding shall be in accordance with welding procedures approved by the American Bureau of Shipping, Rules for Building, and Classing High Speed Aluminum Vessels. The hull construction shall be welded, all welds continuous inside and outside all seams. All weld spatter, soot, and construction scars shall be removed or faired. All sharp edges and corners must be dressed to prevent hazards to personnel and equipment. The vessel shall be constructed of 5083 & 5082 marine grade aluminum plate and 6061 aluminum extrusions.
2. All fastenings to/through the hull shall be aluminum or 316 series stainless steel. Any dissimilar metals will be isolated.



## **II. CONSTRUCTION REQUIREMENTS**

### **A. GENERAL**

1. The builder shall provide engineering services, for such time as may be necessary for the technical supervision of assembly, testing, and certification of the vessel. All cost for inspection, testing, plan review, and approval shall be at the Builder's expense.
2. The vessel shall be constructed in accordance with and comply with all applicable United States Coast Guard Rules and Regulations, Code of Federal Regulations 46, American Boating and Yachting Council and American Bureau of Shipping Welding standards. The most stringent standard and or code shall be selected and used in constructing the vessel.
3. All parts of the vessel shall be constructed of materials appropriate for the environment in which the vessel will operate.
4. There shall be a fully insulated cabin floor to quiet sea noise and maintain cabin temperature.
5. The vessel shall be designed so that the various systems and parts are readily accessible for inspection, adjustment, maintenance, lubrication, and repair. Placement of equipment whenever possible shall allow for its removal from the vessel without having to disturb permanently installed structural members; or the equipment shall be situated to allow for in-place overhaul and repair.
6. Access and lightening holes shall be arranged clear of concealed loads or areas of high stress.
7. Vessel shall have a field of vision from the helm suitable for safe navigation in all operating conditions and compliant with ABYC visibility standards.
8. Vessel shall be equipped with a wheelhouse and forepeak. Cabin shall be enclosed and engineered for a four-person crew to allow for the largest deck possible. All doors to cabin shall be weather tight.
9. The City must approve all drawings before commencement of Construction/Production Schedule. Drawings shall include details of dash, cabin, and deck layout.
10. Vessel design shall maximize storage in all areas and include storage under decks, and in cabin. A "V" berth area shall be able to incorporate the installation of an approved marine sanitation device and related plumbing.

### **B. DRAFT REQUIREMENTS and HULL CONFIGURATION**

1. The fire vessel draft will not exceed 22 inches (22") in depth.

2. The hull design will be a deep “V” bottom and designed so as to reduce roll-out in high speed turns to the maximum extent practical.
3. The vessel shall be extremely stable so that list is minimized during asymmetrical static loading. The vessel shall meet NFPA Class ‘A’ heeling requirements.
4. While underway, the hull must be able to move spray and waves outboard giving a “dry” ride.
5. During initial takeoff acceleration, the ride should be flat and not upward, with a trim angle not to exceed 6 degrees.
6. Appropriate push knees will be incorporated into the bow design and not adversely impact visibility or appreciably affect performance. The push knee bow design shall also incorporate an anchor locker with a safe secure method of securing the anchor. The push knee box design shall act as a crumple zone in the event of a forward impacting collision.

### **C. PILOTHOUSE**

1. The pilothouse must be fully enclosed and fitted out with fixed windows, sliding windows, and a door leading out to the rear deck that can be closed protecting the crew from outside elements. All windows shall be constructed of safety glass. The pilothouse will be outfitted with a control console forward and to the starboard side. All vessel controls, gauges, etc. are installed in the control console within immediate reach of the helmsman. The cabin must have good overhead clearance of 6’6” minimum. The preference is for side sliding windows.
2. Cabin windows shall provide 360 degree unobstructed visibility from the helm with the cabin door open or closed. Preference is for tinted safety glass with the exception of the front windows for night visibility. All windows and aft cabin door shall be weather tight, and locking. Rear cabin door shall have a locking mechanism for vessel security.
3. There shall be 1 x 18-20” cabin hatches (Boman or equal) installed in the main cabin roof. The main hatch shall provide visibility for the roof mounted monitor, ventilation and added safety as an escape route.
4. Cabin windshield shall be slanted forward for better visibility and glare reduction.
5. Cabin and forward berth shall be constructed and sound insulated to provide a maximum internal cabin (db) decibel rating of 85 db with the door and windows closed and shall meet OSHA requirements. Adequate acoustic insulating of hull, cabin, pump space, and engine space is the responsibility of the Bidder.
6. The pilothouse shall include a designated berth/seat on the port side of the cabin to secure a patient on a backboard or litter. This seat shall have a hinged top and be secured when open or closed. The berth/locker shall have sliding doors on the inboard face of the locker so that supplies can be reached when a patient is atop the berth. There will be at least three safety straps provided to secure the patient on this

berth. The cuddy shall provide a dedicated space to hold four SCBA's and four spare bottles.

7. Cabin shall have rubber stress matting throughout.
8. Vessel's forward cuddy area shall have seat/storage spaced to port & starboard to seat four persons or be capable of accommodating two backboards, the area shall also be equipped with mechanical ventilation. Forward of the P&S seats, there shall be an open storage area for loose light stowage of personal gear etc., and have a hanging bar above for hanging turnout gear. This area shall be capable of draining into the forward bilge to drain wet hanging gear.
9. Vessel shall have a fully clad interior. All cladding shall meet USCG fire rating requirements. Cladding shall be gray color, easily cleaned and maintained and be fully removable. Fasteners shall be trimmed to match the cladding color.
10. Helm seats shall have a minimum of 20 inches in width. The helm seat shall be an adjustable suspension type seat (Bostrom or equal) with fore and aft sliders provided. Armrests shall be operable. Fabric shall be heavy-duty and easily cleanable. The port navigator/fire fighting seat shall be a hinged back seat to allow for accommodation of a stokes basket or backboard.
11. Cabin shall provide at a minimum the following items: chart table with hinged clear Plexiglas top for chart mounting, underneath storage for charts, and a book shelf. Preference is that this shall be mounted aft of the helm seat. There shall be a large cabin sole deck hatch to access storage below the main cabin deck.

#### **D. WORK DECK and EQUIPMENT**

Deck area must be self-bailing with a non-skid safety surface. The rear deck will have a large work area to facilitate dive operations, fire operations, rescue operations, and medical operations.

1. There shall be one (1) BIT centerline on the bow, two (2) cleats midline on the port and starboard sides, two (2) cleats aft on port and starboard side, and one (1) BIT centerline aft that is capable of being used for towing.
2. Aluminum railings, minimum 1 ½" shall be used on the vessel for safety. The railing will extend from the bow, to aft on the foredeck, and surround the work deck.
3. There shall be a fold up dive ladder with swim platform for dive use and survivor retrieval. The ladder shall float.
4. A hinged watertight hatch, (Freeman or equal), shall be provided to access the anchor locker. The anchor locker shall store the anchor, chain and rode. The anchor shall be secured by an anchor bracket in the locker.
5. There shall be a hinged watertight hatch, (Freeman or equal), on the aft deck to provide quick access to the engine room. There shall be a large weather tight engine hatch that permits easy access for removal of engines and general servicing

with rain gutters draining overboard. The hatch shall be supported with gas shocks or a lockable foot operated mechanical latch.

6. Hatches shall be provided with a positive locking device to prevent movement during rough conditions. Hatches shall be clear opening, for better access.
7. There shall be an aft stowage locker on the dive recovery deck, the hatch shall be lockable and be supported with gas rod shocks, this locker shall be large enough to stow four (4) 120 cubic ft. dive tanks.
8. There shall be an aft deck mounted 500 lb. stainless steel davit with hand operated winch and cable and slewing lines and lock pin set. The davit shall be capable of lifting a 55-gallon drum of foam from pier side to the vessel deck.
9. The aft recovery deck shall wrap around the stern and forward on both sides of the boat to permit 3-4 backboards to be resting on the recovery deck at any one time. The deck shall have a non-skid finish and a small ledge or rail for handholds for swimmers.
10. There shall be a set of port & starboard survivor rails just above the waterline on either side of the hull starting from the transom forward. These rails shall be protected by the 3" rub rail.
11. There shall be stowage provided for two (2) 8' pike poles, mounted under the side overhang of the roof, accessed from the aft end of the cabin.

#### **E. ELECTRICAL**

1. Wiring shall be installed as per ABYC and United States Coast Guard Rules and Regulations as a minimum. The builder shall provide an electrical schematic in the manual package. The schematic shall be a one-line diagram, follow the electrical runs as installed in the vessel, and match the labeling of the wiring runs. Wiring runs shall be concealed behind cabin walls, decorative cable trays, or loon. All hull contact points or penetrations shall be loomed or fitted with grommets, anti-chafe or bulkhead fittings to prevent damage to conductors that could lead to hull corrosion. Exposed wiring will not be accepted. All conductors will be sized according to their load and length, with respect to ABYC allowable voltage drop. In machinery space all connectors smaller than 10 AWG shall be of the heat shrink type to minimize the risk of corrosion. All connectors larger than 10 AWG shall be covered with a heat shrink. All connectors are to be of the crimp on type, wire nuts and splices will not be accepted.
2. All electrical equipment shall be arranged so it cannot be damaged by bilge water, if within 12" of the bilge, connections shall be watertight or contained in NMEA boxes.
3. Wiring runs shall have easy access through removable panels or cable trays. Proposer shall provide details of their standard wiring installation practice with proposals.

4. Manufacturer will perform an electrical load analysis to determine necessary capacity for all power sources and assure charging sources can supply adequate power required to maintain batteries in a charged state.

## **DC SYSTEMS**

1. DC Electrical breaker panels shall have sufficient and properly sized breakers for all circuits. Breaker panels shall provide four additional breakers as spares for future additions to the vessel. All breaker panels shall be backlit/labeled and have indicating lights for each breaker, with the following as a minimum:

Navigation lights, Restricted in Maneuvering lights, Wipers, Air, Cabin light, Engine compartment & aft locker lights, Deck lights, Searchlight, Emergency lights, VHF radio, 12V outlets, Electronics, and Fire Pump.

2. A breaker shall control all DC house power, an over-current protection device with the required AIC rating shall protect the entire circuit.
3. Recessed red lighting shall be provided for safety on the swim platform
4. The front windshields shall have a quality wiper system. A windshield washer system shall be provided.
5. The cabin will be outfitted with air circulation fans sufficient to provide reliable and timely windshield defrosting capability.
6. Cabin heat shall have adequate air movement and adjustable diffuser outlets to keep windshields clear when defroster is needed.
7. The vessel shall have minimum of two (2) 12 VDC power outlets. Outlets will be mounted on the interior, one port, and one starboard.
8. There shall be a radar arch and hinged mast installed on the aft part of the cabin roof. The following items must be able to be mounted on the mast or arch: radar dome or array, siren speaker, emergency lights, restricted in maneuverability lights, spotlight, required navigational lights, and two halyards. The mast shall be capable of being lowered by a single person and permit the vessel to operate at full speed in the down position safely. The mast height shall be tall enough to provide mandatory spacing between lighting. The arch shall be capable of accommodating an open array radar antenna.
9. Exterior lighting will be such to fully light a scene 360 degrees, and light up the work deck. Spotlight(s) will be used to locate objects at night.
10. Batteries shall be stored in secure, properly vented, corrosion resistant battery boxes. Battery boxes shall be fully accessible. Batteries shall be arranged in three (3) banks, one (1) for port engine, one (1) for starboard engine, and one (1) for house. Batteries shall be sized accordingly for their respective loads. The builder shall provide a load analysis to verify battery sufficiency. The propulsion engine alternators will be connected to the charging system using battery isolators,

allowing each source (alternator or charger) to charge each battery bank, and protecting battery banks from cross draining.

11. Starting system shall be designed with an appropriate marine battery interconnect switch to allow for cross starting of each engine from port, starboard or house battery banks. Two-way switches will control power to the starter circuits. All switches shall be mounted in an accessible area.

### **AC SYSTEMS**

1. AC Electrical breaker panels shall have sufficient and properly sized breakers for all circuits, and contain an amp meter and voltmeter. Breaker panels shall provide two additional breakers as spares for future additions to the vessel. Shore power ground shall run through a Galvanic isolator to aid in the prevention of corrosion. Each AC accessory shall be breakered separately. All breaker panels shall be backlit and have indicating lights for each breaker, with the following as a minimum: Main, Port Block Heater, Stbd Block Heater, Battery Charger and Cabin outlet.
2. Engines shall be equipped with an AC block heater.
3. Vessel will have an AC battery charger to maintain battery level while dockside.
4. Cabin space shall be equipped with three 110-volt AC outlets.

### **ELECTRONICS and NAVIGATION EQUIPMENT**

1. The following marine electronic equipment shall be supplied and installed by the builder except where noted:
  - a. Marine radio with antenna, model to be approved by CFD
  - b. Depth sounder (transducer/gauge/harness), model to be approved by CFD
  - c. Chart plotter/GPS including antenna, electrical supply and data cable runs, model to be approved by CFD
  - d. 48nm open array radar including antenna, electrical supply and data cable runs, radar and GPS shall be interfaced with cables, (the depth sounder, GPS-chart plotter, radar shall be an integrated system, model to be approved by CFD. Two (2) each seven inch (7") color screen shall be provided
  - e. Compass shall be 4" minimum, model to be approved by CFD. Compass shall be flush mount type and backlit
  - f. Search camera with night vision, model to be approved by CFD
  - g. Must have 800 MHz radio and antenna to be supplied by CFD and installed by builder
  - h. Must have Mobile Data Terminal to be supplied by CFD installed by builder

- i. Emergency Warning Lights to be approved by CFD
  - j. Siren and speaker to be approved by CFD
2. The builder shall provide for building or recessing screens and other electronics into the dash or ceiling panels.
  3. Electronics shall be mounted as per CFD requirements.
  4. Vessel shall be provided with a dimmer to control gauge and compass brightness during night operation.
  5. Navigation lighting shall be determined by USCG regulations for vessels of this size and service and marine grade. Approved lights must be arranged to display the correct light signals for free running, anchoring and restricted maneuverability.

### **BILGE PUMPS**

The vessel shall be equipped with three independent bilge pumps located in separate compartments of the hull. The submersible pumps must have a minimum capacity of 2000 GPH each as rated by the manufacturer. Each pump shall have a float switch and will be controlled by a toggle switch in the pilothouse. These switches will allow for automatic or manual activation of the pumps. Bilge pumps shall have an independent power feed and be controlled separately from the electrical panels.

### **ALARM SYSTEMS**

The vessel shall be equipped with a high water alarm and high temperature fire detection sensor installed in the machinery space. Alarms must activate visual and audible warning devices at the control station in the event of a dangerous condition.

### **CATHODIC PROTECTION DEVICES**

1. The vessel shall be equipped with a corrosion monitoring system. A multi-level meter will be installed in the console, and connected to a reference cell and an anode in the hull. The system shall provide the customer with an indication of the vessel's current level of cathodic protection.
2. The drives must be fitted with aluminum anodes provided by the manufacturer.
3. Anodes shall be located on the hull to reduce the risk of corrosion. Anode mass will be calculated according to hull structure and installed components.

## **F. FENDERING and MOORING**

1. A 3" 'D' rubber guard or permanent fenders will continue around the vessel.
2. Large cleats will be located port and starboard side and will be welded to the deck.
3. Eight fenders and four 5/8 diameter by 35' docking lines shall be provided for the vessel.

4. A heavy weld aluminum bow eye will be affixed to the stem for trailering.

## **G. PAINT, MARKINGS, and PREPARATION**

1. Paint system shall be marine epoxy primers with polyurethane topcoats above the waterline and shall provide corrosion resistance from stray electrical current. The entire hull shall be sandblasted and prepared in accordance with the paint manufacture's specifications. Topcoats shall be free of runs and have a high gloss finish. Final paint dry film thickness shall be provided in accordance with paint manufacture's instructions.
2. The hull will be coated with epoxy coated primers and an Anti-fouling paint will be used on the hull below the waterline, jets or drives shall also be coated.
3. Two coats bottom paint over three coats underwater primer.
4. A Polyurethane finish on hull sides and topsides. A complete touch up kit shall be provided.
5. City shall provide details for the vessel decals for installation by a qualified installer.
6. Paint scheme of hull and pilot house shall be two tone black and red so as to match current apparatus of the Charleston Fire Department.

## **III. FIRE MAIN SYSTEM and DISCHARGE OUTLETS**

### **A. FIRE-FIGHTING CAPABILITY**

1. The fire vessel will be able to pump at a minimum, 3500 gallons per minute at NFPA required pressures, 150 PSI. Higher GPM is an objective. Water will be delivered from a minimum of five locations on the vessel.
2. Monitors, One roof mounted and two bow mounted, will be operated electronically from inside the cabin. The fire fighting control center shall provide complete control of the fire pump and associated automated equipment. The control center shall provide maximum visual observation of fire fighting operations, while maintaining protection from smoke, heat, and weather. Piping shall not obstruct the vision of the operator or crew at anytime. Piping shall not be external to or exposed in the cabin.
3. The pump shall have two 3" discharges with 2 ½" NST fittings shall be mounted on port & starboard gunwales on the aft deck. The 3" discharge piping shall be 3" schedule 40 aluminum pipe with the main roof and bow monitors supplies by 4" pipe. Piping and valving to meet NFPA 1925.
4. Pump monitoring shall be provided and be adequate for the proper and safe operation of the pump. This shall include pump controls and discharge pressure gauge. All controls and gauges shall be mounted at the fire-fighting console to port of the helm station.



## **B. HYDRANT OUTLETS**

1. The fire vessel must be able to deliver water to a shore side dock or vehicle supply. The shore side supply will be provided through a 5" schedule 40 aluminum pipe and 5" Storz coupling, on the starboard side aft at the transom.

## **C. FIRE-FIGHTING PUMPING SYSTEM**

1. Power for the pump(s) shall be supplied by the propulsion engines or a dedicated pump engine. The marine engine's horsepower must be able to drive a fire pump to deliver a minimum of 3500 GPM. Higher GPM is desired if possible. The pumping system shall meet NFPA 1925 requirements with the exception of fire main sizing as 1925 requirements far exceeds the monitor clear openings and hull space requirements.
2. All components shall have design pressure ratings greater than the maximum pump discharge pressure.
3. The suction arrangement for the pump shall include at least one sea chest with a screened inlet, a valved outlet, and cleanout access from the working deck or engine room.
4. Open area of the screen shall be at least twice the cross-sectional area of the suction pipe.
5. Piping shall be supported from the vessel structure to carry the load of the water-filled pipe plus a minimum of 50% overload supplied at the point of support.
6. Bracing shall be provided to resist nozzle reaction of discharge devices.
7. Drains shall be provided to all portions of the discharge and distribution piping.
8. Vessel shall have a means of flushing the piping system with fresh water.
9. All piping shall be hydrostatically tested at 200 PSI for not less than one hour.
10. All pump controls and gauges shall be mounted at helm. Master discharge gauge, vacuum gauge, pressure gauge, etc...

## **IV. PROPULSION DRIVE SYSTEM**

1. The vessel shall be powered by twin diesel engines, Cummins 8.3L or equal with a horsepower rating of 540 HP per side and will be driving two waterjets, Hamilton 322's or equal, with impellers matched to the engine and pump ratings and RPMs. There shall be a reversing marine gear suitable for the engine and jet size installed in the drive line. The builder shall provide and install engines and related accessories as per engine manufacturer's specifications for installation. Steering system shall comply with ABYC P-18, Steering systems for Outboard, Inboards, Stern drive and Water jet-drive Boats. The builder shall meet steering

manufacturer's specifications for installation and operation. The builder will ensure adequate access for repairs and maintenance.

2. The vessel shall be capable of pumping and maneuvering simultaneously.
3. The vessel shall have a continuous cruise speed of no less than 30 knots. This shall be reached with the vessel crewed with four members of the Department (each to be 250 pounds) and rescue and fire-fighting equipment. The vessel shall have an endurance of no less than eight (8) hours with both engines operating at cruise speed.
4. There shall be a duplex sea strainer system installed to supply cooling water to the engines and marine gears. The system will permit clearing the strainers while underway.
5. Engines shall be equipped with FRP water lift mufflers.
6. Emergency removable shaft guards shall be installed over moving engine/jet shafts. Shaft guards shall be painted red.

## **V. PUMP ENGINE SPECIFICATIONS**

1. Vessel shall be provided with manufacturer's standard engine gauge package with the following as a minimum: engine hours, tachometer, voltmeter, coolant temp, oil pressure.
2. Audible and visual warning devices for high engine temperature, and low oil pressure, convenient to the operator position shall be installed for each engine.
3. Bidder shall guarantee engines and transmissions, are installed in accordance with manufacturer's specifications and instructions. Bidder shall ensure manufacture certification of all installations.
4. All equipment shall be arranged so it cannot be damaged by bilge water.

## **VI. AUXILLIARY SYSTEMS**

### **FUEL SYSTEM**

1. There shall be dual aluminum fuel tanks that can holdup to 100 to 200 gallons of Small Craft specifications. Fuel tanks will be suitably baffled, and fitted with electric level gauges.
2. Racor fuel filters shall be installed for each engine with fuel gauge(s) at helm station.
3. Fuel gauge(s) at helm station.
4. Engine room bulkhead and hatches are acoustically and thermally insulated where possible.

## **HVAC**

1. The builder will provide an 110V Marine Air 16000 BTU heating/cooling. Units shall be capable of controlling the humidity level while dock side.

## **FIRE SUPPRESSION SYSTEM**

1. It is required that the vessel be equipped with an Underwriter's Laboratories approved automatic fire extinguishing system, installed in the engine compartment. Installation shall be in accordance with the recommendations and standards of the ABYC. The system will be automatically discharged.
2. There is also 1 X 15 lb. dry chemical fire extinguisher and 2 x 20 lb. CO2 fire extinguisher will be located on the vessel as manual backup fire suppression.

## **GENERATOR**

1. The builder will provide a 120-VAC 6kw diesel engine driven generator which shall be connected to the 120-VAC distribution system. Generator shall be either Northern Lights or Onan.
2. Generator shall have a remote start/stop panel in the area of the AC distribution panel. The panel shall include the following items: Generator start/stop, Water Temperature, Oil Pressure, Exhaust Temperature Alarm, Engine Hours, DC voltage, AC voltage, and Frequency.
3. A fuel line shall be provided from the main fuel tank to the generator with manual shutoff located at generator.

## **VII. WARRANTIES**

1. Hull and deck: minimum 10 years on hull welded seams.
2. Engine: standard manufacturer's warranty.
3. Pump: three years standard manufacturer's warranty.
4. Jets: two years manufacturer's warranty.
5. Equipment: standard one year manufacturer's warranty.

## **VIII. TRIALS & INSPECTIONS**

The builder shall include the cost for lodging and meals for 3 inspection visits for 3 persons during the project. The fire boat must successfully complete the trials listed below at the builder's facility.

1. Maneuverability in various sea conditions.
2. Acceleration and deceleration maximum thrust.

3. Fire pump capabilities including master stream shape, GPM output, and effect on the vessel while monitor is flowing maximum capacity of pump.
4. Testing of all equipment on vessel. The successful bidder shall make repairs, corrections, or re-designs, as appropriate, at no additional cost, if the vessel fails the tests during sea trials.
5. These trials shall be at the builder's expense at its facility at a time mutually agreed upon.
6. Any deficiencies noted during the sea trials shall be corrected by the builder prior to delivery of the vessel. In the event that a materials deficiency is found during the sea trials, a second sea trial may be requested by the City prior to delivery and acceptance.

#### **IX. DELIVERY & TRAINING**

1. Delivery of the vessel will be expected within 10 months of the award of the contract, including travel time to the City's marine docking area. The City anticipates that the City crew and representatives of the builder will jointly navigate the from builder's location to the City in order to provide training opportunities.

#### **X. MANUALS**

1. Bidder shall provide two copies of the vessel's service/parts manuals for the vessel as supplied to the builder by the equipments manufacturer. The manuals will contain a recommended spare parts listing. Systems covered shall be navigation, main propulsion, pumps, electrical, lubrication, fire-fighting systems, communication, and vessel-operating procedures.



## Builder's Qualification Statement

Builder Name: \_\_\_\_\_

Principal Place of Business: \_\_\_\_\_

Number of Years in Business under Present Name: \_\_\_\_\_

If in business less than 10 years under present name please disclose any prior business identity and date(s) of transition: \_\_\_\_\_

Where organized/state of incorporation: \_\_\_\_\_

Is the organization registered to do business in the state of South Carolina and if so please identify your registered agent for service of process: \_\_\_\_\_

Location of All Facilities: \_\_\_\_\_

- (attached additional sheets as necessary)

Please describe the extent and nature of the work performed by builder (ex: specialize in fire-fighting and emergency vessels or construct a wide range of vessels).

---

---

---

---

---

---

---

---

The solvency of builder is a concern of the City. Builder **must submit** an audited financial statement from an accounting firm for the most recent fiscal year. The City is prepared to maintain the confidentiality of the financial statement to the extent permitted by law if requested and the statement is clearly marked confidential. Failure to submit such a statement may result in rejection of a proposal.



## Release of Litigation

Please list on a separate page all litigation or arbitration commenced by or against company within the last 7 years regarding any marine fire fighting vessel (claims or defectiveness, breach of any warranty, breach of contract, personal injury actions). Identify the parties, the date commenced, a brief description of the claim, the Court or forum in which the claim was adjudicated and the resolution/status.

Provide proof of existing levels of product liability insurance.

Signed under the pains and penalty of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ personally appeared before me and swore that he/she is a duly authorized representative of \_\_\_\_\_ and that the foregoing statements are true and correct to the best of his/her knowledge and belief.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Justice of the Peace

My commission expires: \_\_\_\_\_



## Cost Proposal Form

1. Cost Proposal for the building of one (1) each thirty-six foot (36') Marine Fire Fighting Vessel.

Proposed Cost shall be \$\_\_\_\_\_ based on the specifications submitted. Cost should be inclusive of all delivery, mounting, training, instruction manuals, other costs and fees and it must be itemized.

**Cost in Words:** \_\_\_\_\_

2. Please feel free to submit with this form any additional pricing information for equipment or features not included in the City's specification but which may be of interest to the City.

Location of Facility for final inspection: \_\_\_\_\_

Delivery Date within \_\_\_\_\_ days of order (no later than 10 months from execution of contract)

Please feel free to identify any additional or deductions to the price proposed if the delivery date is altered.

---

---

---

---

---

---

**Company:** \_\_\_\_\_

**Authorized:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **References**

Bidders must supply a minimum of five references (government agencies or private forms) for whom they have provided the same or similar services being requested here on a contract basis during the last five (5) years.

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_



## **Bidder's Checklist**

1. Did you provide required information and sign the front page of the solicitation?  
\_\_\_\_ Yes \_\_\_\_ No
2. Did you sign the Certificate of Familiarity form?  
\_\_\_\_ Yes \_\_\_\_ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?  
\_\_\_\_ Yes \_\_\_\_ No
4. Did you sign the applicable Affidavit?  
\_\_\_\_ Yes \_\_\_\_ No
5. Did you mark your "Original" proposal and provide the required # of copies?  
\_\_\_\_ Yes \_\_\_\_ No
6. Did you complete and include all pricing sheets?  
\_\_\_\_ Yes \_\_\_\_ No
7. Did you include the required references?  
\_\_\_\_ Yes \_\_\_\_ No
8. Did you provide a copy of insurance and all other documentation requested?  
\_\_\_\_ Yes \_\_\_\_ No
9. Did you include and sign any addenda?  
\_\_\_\_ Yes \_\_\_\_ No
10. Did you double check to make sure you have included everything that is requested?  
\_\_\_\_ Yes \_\_\_\_ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

\* This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your responsive.